Company Tracking Number: 08MD-IS-CP48-MU-AR

TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability

Product Name: XL Plus Endorsement Filing

Project Name/Number: XL Plus Endorsement Filing/08MD-IS-CP48-MU-AR

# Filing at a Glance

Companies: Greenwich Insurance Company, XL Insurance America, Inc. (formerly Winterthur International America

Insurance Company), XL Specialty Insurance Company

Product Name: XL Plus Endorsement Filing SERFF Tr Num: XLAM-125957873 State: Arkansas

TOI: 17.0 Other Liability-Occ/Claims Made SERFF Status: Closed State Tr Num: EFT \$50

Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: 08MD-IS-CP48-MU-AR State Status: Fees verified and

received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith

Roberts

Author: Arshay Brown Disposition Date: 12/31/2008
Date Submitted: 12/19/2008 Disposition Status: Approved

Effective Date Requested (New): On Approval Effective Date (New):

Effective Date Requested (Renewal): On Approval Effective Date (Renewal):

State Filing Description:

### **General Information**

Project Name: XL Plus Endorsement Filing Status of Filing in Domicile: Pending

Project Number: 08MD-IS-CP48-MU-AR Domicile Status Comments:

Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:

Filing Status Changed: 12/31/2008

State Status Changed: 12/31/2008 Deemer Date:

Corresponding Filing Tracking Number: 125957873

Filing Description:

The XL Plus Endorsement is designed to be used with the ISO Commercial General Liability Form CG 00 01. XL Plus provides various expanded coverages and higher limits than those found in the ISO form (see attached Coverage Description Chart). It is an optional endorsement.

The corresponding rule company filing number- 08MD-IS-CP48-MU-AR-R.

Company Tracking Number: 08MD-IS-CP48-MU-AR

TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability

Product Name: XL Plus Endorsement Filing

Project Name/Number: XL Plus Endorsement Filing/08MD-IS-CP48-MU-AR

## **Company and Contact**

**Filing Contact Information** 

Arshay Brown, State Filings Analyst Arshay.Brown@xlgroup.com
1201 North Market Street (302) 661-7048 [Phone]
Wilmington, DE 19801 (302) 778-4190[FAX]

**Filing Company Information** 

Greenwich Insurance Company CoCode: 22322 State of Domicile: Delaware

1201 North Market street Group Code: 1285 Company Type:

Suite 501

Wilmington, DE 19801 Group Name: State ID Number:

(866) 304-3079 ext. [Phone] FEIN Number: 95-1479095

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XL Insurance America, Inc. (formerly Winterthur CoCode: 24554 State of Domicile: Delaware

International America Insurance Company)

1201 North Market street Group Code: 1285 Company Type:

Suite 501

Wilmington, DE 19801 Group Name: State ID Number:

(800) 394-3909 ext. [Phone] FEIN Number: 75-6017952

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XL Specialty Insurance Company CoCode: 37885 State of Domicile: Delaware

1201 N. Market Street Group Code: 1285 Company Type:

Suite 501

Wilmington, DE 19801 Group Name: State ID Number:

(800) 394-3909 ext. [Phone] FEIN Number: 85-0277191

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# **Filing Fees**

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? Yes

Fee Explanation: \$50.00 per form x 1 form = \$50.00

Per Company: No

Company Tracking Number: 08MD-IS-CP48-MU-AR

TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability

Product Name: XL Plus Endorsement Filing

Project Name/Number: XL Plus Endorsement Filing/08MD-IS-CP48-MU-AR

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Greenwich Insurance Company \$50.00 12/19/2008 24639283

XL Insurance America, Inc. (formerly Winterthur \$0.00 12/19/2008

International America Insurance Company)

XL Specialty Insurance Company \$0.00 12/19/2008

Company Tracking Number: 08MD-IS-CP48-MU-AR

TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability

Product Name: XL Plus Endorsement Filing

Project Name/Number: XL Plus Endorsement Filing/08MD-IS-CP48-MU-AR

# **Correspondence Summary**

# **Dispositions**

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	12/31/2008	12/31/2008

Company Tracking Number: 08MD-IS-CP48-MU-AR

TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability

Product Name: XL Plus Endorsement Filing

Project Name/Number: XL Plus Endorsement Filing/08MD-IS-CP48-MU-AR

# **Disposition**

Disposition Date: 12/31/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

**Overall Rate Information for Multiple Company Filings** 

Overall Percentage Rate Indicated For This Filing 0.000%

Overall Percentage Rate Impact For This Filing 0.000%

Effect of Rate Filing-Written Premium Change For This Program \$0

Effect of Rate Filing - Number of Policyholders Affected 0

SERFF Tracking Number: XLAM-125957873 State: Arkansas First Filing Company: State Tracking Number: EFT \$50  $Green wich \ Insurance \ Company, \dots$ 

Company Tracking Number: 08MD-IS-CP48-MU-AR

**Form** 

TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability

Product Name: XL Plus Endorsement Filing

Project Name/Number: XL Plus Endorsement Filing/08MD-IS-CP48-MU-AR

**Public Access Item Type Item Name Item Status** Uniform Transmittal Document-Property & Approved Yes **Supporting Document** Casualty **Explanatory Memorandum** Approved Yes **Supporting Document** XL Plus Endorsement

Approved

Yes

Company Tracking Number: 08MD-IS-CP48-MU-AR

TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability

Product Name: XL Plus Endorsement Filing

Project Name/Number: XL Plus Endorsement Filing/08MD-IS-CP48-MU-AR

# **Form Schedule**

Review	Form Name	Form #	Edition	Form Type Action	<b>Action Specific</b>	Readability	Attachment
Status			Date		Data		
Approved	XL Plus Endorsement	XIL 436	1208	Endorseme New nt/Amendm		0.00	XIL 436 1208 _2pdf
				ent/Conditi			
				ons			

This endorsement, effective 12:01 a.m.	, forms a part of Policy No.
issued to	by
THIS ENDORSEMENT CHANGES THE PO	DLICY. PLEASE READ IT CAREFULLY

XLPlus Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** - This endorsement broadens coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read this endorsement carefully to determine rights, duties, and what is and is not covered.

- **A.** Reasonable Force Bodily Injury or Property Damage
- B. Damage To Premises Rented To You Extension
  - Perils of fire, lightning, explosion, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage
  - Limit increased to \$300,000
- C. Aircraft Chartered with Crew
- **D.** Non-Owned Watercraft
- **E.** Personal and Advertising Injury Assumed by Insured Contract
- F. Increased Supplementary Payments
  - Cost for bail bonds increased to \$5,000
  - Loss of earnings increased to \$1,000 per day
- G. Broadened Named Insured
- **H.** Blanket Additional Insured Managers or Lessors of Premises
- I. Blanket Additional Insured Lessor of Leased Equipment
- **J.** Injury to Co-Employees and Co-Volunteer Workers
- K. Knowledge and Notice of Occurrence or Offense
- L. Unintentional Omission
- M. Liberalization
- N. Blanket Waiver of Subrogation
- O. Incidental Medical Malpractice Injury
- P. Extension of Coverage Bodily Injury
- **Q.** Coverage Territory

### A. REASONABLE FORCE - BODILY INJURY OR PROPERTY DAMAGE

Exclusion **a.** Expected Or Intended Injury of Part **2.**, Exclusions of Coverage **A.** Bodily Injury And Property Damage Liability of Section I – Coverages is deleted in its entirety and replaced by the following:

[This insurance does not apply to:)

### **Expected or Intended Injury or Damage**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

#### **B. DAMAGE TO PREMISES RENTED TO YOU EXTENSION**

- 1. The last paragraph of 2. Exclusions of Coverage A. Bodily Injury And Property Damage Liability of Section I Coverages is deleted in its entirety and replaced by the following:
  - Exclusions **c.** through **n.** do not apply to damages to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, lightning, explosion, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage. A separate limit of insurance applies to this coverage as described in Section **III** Limits of Insurance.
- **2.** This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
  - a. Rupture, bursting, or operation of pressure relief devices;
  - **b.** Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
  - c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.
- **3.** Paragraph **6.** of Section **III-** Limits of Insurance is deleted in its entirety and replaced by the following:
  - 6.a. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, explosion, lightning, smoke, aircraft or vehicle, riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire, explosion, lightning, smoke, aircraft or vehicle or riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage or any combination of any of these.
  - **b.** The Damage to Premises Rented to You Limit will be the higher of:
    - **(1)** \$300,000; or
    - (2) The amount shown on the Declarations for Damage to Premises Rented to You Limit.

**4.** Paragraph **9.a.** of the definition of "insured contract" under Section **V-** Definitions, is deleted in its entirety and replaced by the following:

["Insured contract" means:]

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, aircraft or vehicle, riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage to premises while rented to you, or temporarily occupied by you with the permission of the owner is not an "insured contract".
- **5.** This Article **B.** does not apply if coverage for Damage to Premises Rented to You of Coverage **A.** Bodily Injury And Property Damage Liability of Section I Coverages is excluded by endorsement.

#### C. AIRCRAFT CHARTERED WITH CREW

 The following is added to the exceptions contained in Exclusion g., Aircraft, Auto or Watercraft in Part 2., Exclusions of Coverage A. Bodily Injury And Property Damage of Section I – Coverages:

[This exclusion does not apply to:)

Aircraft chartered with crew to any insured.

- 2. This Article C. does not apply if the chartered aircraft is owned by any insured.
- 3. The insurance provided by this Article C. shall be excess over any valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

#### D. NON-OWNED WATERCRAFT

- The exception contained in Subparagraph (2) of Exclusion g. Aircraft. Auto or Watercraft in Part 2., Exclusions of Coverage A. Bodily Injury And Property Damage Liability of Section I Coverages is deleted in its entirety and replaced by the following:
  - (2) A watercraft you do not own that is:
    - (a) 50 feet long or less; and
    - **(b)** Not being used to carry persons or property for a charge;
- 2. This Article **D.** applies to any person who, with your expressed or implied consent, either uses or is responsible for the use of the watercraft.
- 3. This insurance provided by this Article **D.** shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

### E. PERSONAL AND ADVERTISING INJURY - ASSUMED BY INSURED CONTRACT

1. Exclusion **e**. Contractual Liability in Part **2**., Exclusions of Coverage **B**. Personal And Advertising Injury Liability of Section I – Coverages is deleted in its entirety and replaced by the following:

[This insurance does not apply to:)

### e. Contractual Liability

"Personal and Advertising Injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

- 1. That the insured would have in the absence of the contract or agreement; or
- 2. Assumed in a written contract or agreement that is an "insured contract"; provided the "personal and advertising injury" is caused by an offense which occurs subsequent to the execution of the contract or agreement.
- 2. Subparagraph f. of the definition of "insured contract" Section V.- Definitions is deleted in its entirety and replaced by the following:
  - f. That part of any other contract or agreement pertaining to your business, including an indemnification of a municipality in connection for work performed for a municipality, under which you assume the tort liability of anther party to pay for "bodily injury", "property damage" or "personal and advertising injury" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
  - **2.** This Article **E.** does not apply if Coverage **B**. Personal And Advertising Injury Liability is excluded by endorsement.

#### F. INCREASED SUPPLEMENTARY PAYMENTS

Subparagraphs 1. b. and d. of Supplementary Payments – Coverages A And B of Section I - Coverages are amended as follows:

- 1. In Subparagraph **b.**, the amount we will pay for the cost of bail bonds is increased up to \$5,000.
- 2. In Subparagraph d., the amount we will pay for a loss of earnings is increased up to \$1,000 a day.

### G. BROADENED NAMED INSURED

1. The Named Insured in Item 1. of the Declarations is as follows:

The person or organizations named in Item **1.** of the Declarations and any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy. However, coverage for any such organization will cease as of the date that you no longer maintain ownership of, or majority interest in, such organization.

**2.** This Article **G.** does not apply to any person or organization for which coverage is excluded by endorsement.

### H. BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

- 1. Section II-Who Is An Insured is amended to include as an insured any person or organization with whom you have agreed in a written contract executed prior to loss (an "additional insured"), but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you, subject to the following provisions:
  - **a.** Limits of Insurance. The Limits of Insurance afforded to the "additional insured" shall be the limits you agreed to provide, or the limits shown on the Declarations, whichever is less.
  - **b.** The insurance afforded to the "additional insured" does not apply to:
    - (1) Any "occurrence" that takes place after you cease to be a tenant in that premises;
    - (2) Any premises for which coverage is excluded by endorsement; or
    - (3) Structural alterations, new construction or demolition operations performed by or on behalf of such "additional insured".
- 2. The insurance afforded to the "additional insured" is excess over any valid and collectible insurance available to such "additional insured", unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

### I. BLANKET ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

- 1. Section II-Who Is An Insured is amended to include an "additional insured" (as defined in Article H. above), but only with respect to their liability arising out of maintenance, operation or use by you of equipment leased to you by such "additional insured", subject to the following provisions:
  - **a.** Limits of Insurance. The Limits of Insurance afforded to the "additional insured" shall be the limits which you agreed to provide, or the limits shown on the Declarations, whichever is less.
  - **b.** The insurance afforded to the "additional insured" does not apply to:
    - (1) Any "occurrence" that takes place after the equipment lease expires; or
    - (2) "Bodily injury" or "property damage" arising out of the sole negligence of such additional insured.
- 2. The insurance provided to the "additional insured" is excess over any valid and collectible insurance available to such "additional insured", unless you have a written contract for this insurance to apply on a primary or contributory basis.

#### J. INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

1. Section II- Who Is An Insured is amended to include your "employees" as insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.

2. Section II – Who Is An Insured is amended to include your "volunteer workers" as insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.

#### K. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph **2.**, Duties In The Event of Occurrence, Offense, Claim or Suit of the Section **IV** - Commercial General Liability Conditions:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance shall be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to any insured listed under Paragraph 1. of Section II-Who Is An Insured or any "employee" (such as insurance, loss control, risk manager or administrator) designated by you to give such notice.

Knowledge of any other "employee(s)" of an "occurrence" or of an offense does not imply that you also have such knowledge.

Notice shall be deemed prompt if given in good faith as soon as practicable to your workers compensation insurer. This applies only if you subsequently give notice to us as soon as practicable after any insured listed under Paragraph 1. of Section II – Who Is An Insured or an "employee" (such as an insurance, loss control, or risk manager or administrator) designated by you to give such notice discovers that the "occurrence", offense or claim may involve this policy.

### L. UNINTENTIONAL OMISSION

The following is added to Paragraph **6.**, Representations, of Section **IV**- Commercial General Liability Conditions:

The unintentional omission of, or unintentional error in, any information provided by you shall not prejudice your rights under this insurance. However, this Article **L**. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable state insurance laws or regulations.

#### M. LIBERALIZATION

The following is added to Section **IV**-Commercial General Liability Conditions:

#### Liberalization

After the issuance of this policy, if we adopt a change in our forms or rules which would broaden the coverage provided by any form that is a part of this policy without a premium charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

### N. BLANKET WAIVER OF SUBROGATION

The following is added to Section **IV**-Commercial General Liability Conditions:

### Waiver of Subrogation

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you prior to loss.

#### O. INCIDENTAL MEDICAL MALPRACTICE INJURY

- **1.** For insurance applicable to this Article O, the definition of "bodily injury" in Section **V** Definitions is amended to include, "Incidental Medical Malpractice Injury".
- 2. The following definition is added to Section V- Definitions:

"Incidental medical malpractice injury" means "bodily injury", mental anguish, sickness or disease sustained by a person, including death resulting from any of these at any time, arising out of the rendering of, or failure to render, the following services:

- **a.** Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
- **b.** The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
- c. First aid; or
- **d.** "Good Samaritan Services". As used in this Article **O.**, "Good Samaritan Services" are those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.
- 3. Paragraph 2.a.(1)(d) of Section II -Who Is An Insured does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only while performing the services described in Paragraph 2. above and while acting within the scope of their employment by you. Any "employees" rendering "Good Samaritan Services" will be deemed to be acting within the scope of their employment by you.
- **4.** The following exclusion is added to Paragraph **2.** Exclusions of Coverage **A.** Bodily Injury And Property Damage Liability of Section I Coverages:

[This insurance does not apply to:)

### Willful Violation of Penal Statute

Liability arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals by or with the knowledge or consent of the insured.

- **5.** For the purposes of determining the applicable Limits of Insurance, any act or omission, together with all related acts or omissions in the furnishing of services described in Paragraph **2.a.** through **2.d.** above to any one person, will be considered one "occurrence".
- **6.** This Article **0.** does not apply if you are in the business or occupation of providing any of the services described in Paragraph **2.** above.

7. The insurance provided by this Article O. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

#### P. EXTENSION OF COVERAGE - BODILY INJURY

The definition of "bodily injury" Section **V**- Definitions is deleted in its entirety and replaced by the following:

**3.** "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

### Q. COVERAGE TERRITORY

The definition of "coverage territory" Section **V**- Definitions is deleted in its entirety and replaced by the following:

4. "Coverage territory" means anywhere in the world.

This insurance does not apply to:

- a. "bodily injury" or "property damage" that takes place; or
- b. "personal and advertising injury" caused by an offense committed outside the United States of America (including its possessions and territories), Canada and Puerto Rico, unless a "suit" on the merits (to determine the insured's responsibility to pay damages to which this insurance applies) is brought in the United States of America (including its possessions and territories), Canada or Puerto Rico.

This insurance does not apply to damage, loss, cost or expenses in connection with any "suit" brought outside the United States of America (including its possessions and territories), Canada or Puerto Rico.

Company Tracking Number: 08MD-IS-CP48-MU-AR

TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability

Product Name: XL Plus Endorsement Filing

Project Name/Number: XL Plus Endorsement Filing/08MD-IS-CP48-MU-AR

# **Rate Information**

Rate data does NOT apply to filing.

Company Tracking Number: 08MD-IS-CP48-MU-AR

TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability

Product Name: XL Plus Endorsement Filing

Project Name/Number: XL Plus Endorsement Filing/08MD-IS-CP48-MU-AR

# **Supporting Document Schedules**

**Review Status:** 

Satisfied -Name: Uniform Transmittal Document- Approved 12/31/2008

Property & Casualty

Comments:

Attachment:

NAIC Form.pdf

**Review Status:** 

Satisfied -Name: Explanatory Memorandum Approved 12/31/2008

Comments: Attachment:

Filing Memorandum \_12-16-08\_ \_2\_.pdf

# **Property & Casualty Transmittal Document**

1.	1 . Reserved for Insurance Dept. Use Only			2. Insurance Department Use only							
				a. Date the filing is received:							
				b. Analyst:							
		c. Disposition:									
			d. Date of disposition of the filing:								
				e. Effe	ective da	te o	of filing:				
					New Bu	ısin	ess				
							usiness				
					te Filing						
					RFF Filin	_	:				
				h. Sub	oject Cod	les					
3.	Group Name								Group	NAIC#	
	XL America, Inc.								1285		
4.	Company Name(s)				Domicil	e	NAIC #	FE	IN#	State #	
	Greenwich Insurance Compan	V			Delawar	<u>е</u>	22322	95-	<u> </u>		
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•	XL Insurance America, Inc.				Delawar	е	24554	75-			
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	XL Specialty Insurance Compa	any			Delawar	е	37885	85-	77191		
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5.	Company Tracking Number			08MD-I	S-CP48-	MU	-AR				
	Company Tracking Number	rate Office	r(s)								
	. ,	Title		[include	toll-free	nur	mber] FAX #		e-I	mail	
Con 6.	ntact Info of Filer(s) or Corpor Name and address Arshay Brown	<b>Title</b> State Filin		[include	toll-free	nur	mber]		rshay.B	rown@xlg	
Con 6.	ntact Info of Filer(s) or Corpor Name and address Arshay Brown 1201 N. Market Street	Title		[include	toll-free	nur	mber] FAX #			rown@xlg	
Con 6.	ntact Info of Filer(s) or Corpor Name and address Arshay Brown	<b>Title</b> State Filin		[include	toll-free	nur	mber] FAX #		rshay.B	rown@xlg	
Con 6.	ntact Info of Filer(s) or Corpor Name and address Arshay Brown 1201 N. Market Street	<b>Title</b> State Filin		[include	toll-free	nur	mber] FAX #		rshay.B	rown@xlg	
Con 6.	ntact Info of Filer(s) or Corpor Name and address Arshay Brown 1201 N. Market Street	<b>Title</b> State Filin		[include	toll-free	nur	mber] FAX #		rshay.B	rown@xlg	
Con 6.	ntact Info of Filer(s) or Corpor Name and address Arshay Brown 1201 N. Market Street Wilmington, DE 19801	<b>Title</b> State Filin		[include	toll-free	nur	mber] FAX #		rshay.B	rown@xlg	
6. 7.	Name and address Arshay Brown 1201 N. Market Street Wilmington, DE 19801 Signature of authorized filer	<b>Title</b> State Fili Analyst	ngs	[include <b>Teleph</b> 302-661	toll-free one #s -7048	nur	mber] FAX #		rshay.B	rown@xlg	
7. 8.	Name and address Arshay Brown 1201 N. Market Street Wilmington, DE 19801  Signature of authorized filer Please print name of authorize	Title State Filin Analyst	ngs	[include Teleph 302-661	toll-free one #s -7048	302	mber] <b>FAX #</b> 2-778-4190		rshay.B	rown@xlg	
7. 8.	Name and address Arshay Brown 1201 N. Market Street Wilmington, DE 19801  Signature of authorized filer Please print name of authorize ng information (see General I	Title State Filin Analyst	ngs	[include Teleph 302-661 Arshay I	toll-free one #s -7048 Brown	nur 302	mber] <b>FAX #</b> 2-778-4190		rshay.B	rown@xlg	
7. 8. Filir 9.	Name and address Arshay Brown 1201 N. Market Street Wilmington, DE 19801  Signature of authorized filer Please print name of authorize	Title State Filing Analyst ed filer ed filer	for o	[include Teleph 302-661 Arshay   descripti	Brown ons of the	nur 302 ese	mber] <b>FAX #</b> 2-778-4190	rc	rshay.B	rown@xlg	
7. 8. Filir 9.	Name and address Arshay Brown 1201 N. Market Street Wilmington, DE 19801  Signature of authorized filer Please print name of authorize  ng information (see General I Type of Insurance (TOI)	Title State Filin Analyst ed filer ed filer enstructions	for o	[include Teleph 302-661 Arshay   descripti	Brown ons of the	nur 302 ese	mber] FAX # 2-778-4190	rc	rshay.B	rown@xlg	
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Effective March 1, 2007	
Effective March 1, 2007  15. Reference Filing?	Yes No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	
19. Status of filing in domicile	Not Filed ☐ Pending ☐ Authorized ☐ Disapproved
	ty Transmittal Document—
20. This filing transmittal is part of Compa	ny Tracking # 08MD-IS-CP48-MU-AR
21. Filing Description [This area can be use form text]	ed in lieu of a cover letter or filing memorandum and is free-
	sed with the ISO Commercial General Liability Form CG 00 ges and higher limits than those found in the ISO form (see optional endorsement.
The corresponding rule company filing number i	is: 08MD-IS-CP49-MU-AR-R.
Filing Fees (Filer must provide check # a	and fee amount if applicable)
	calculated your filing fees, place that calculation below]

Check #: EFT
Amount: EFT

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

<sup>\*\*\*</sup>Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

# XL Plus Endorsement XIL 436 1208

The XL Plus Endorsement XIL 436 1208 will be used with the current edition of the ISO GL coverage form to provide the following 15 broadened and/or increased coverages:

Coverage	Description
A. Reasonable Force – Bodily Injury and Prop Damage	persons or property.
B. Damages to Premise Rented to You	vehicles, riot or civil commotion, vandalism, sprinkler leakage and water damage. Increased limit to \$300,000 (from ISO \$100,000 limit).
C. Aircraft Chartered wit Crew	aircraft w/ a crew.
D. Non-Owned Watercra	
E. Personal Injury and Advertising Injury – Assumed by Contract	Broadened to include contractually assumed personal injury.
F. Increased Supplemer Payments	increased to \$1,000 per day
G. Broadened Named In	which the policyholder owns more than 50% of stock or assets.
H. Blanket Additional Ins – Managers or Lesso Premises	, ,
Blanket Additional Ins     Lessor of Leased     Equipment	fured Amends policy to include Lessors as "additional Insureds" for liability arising out of operation, maintenance or use of leased equipment.
J. Injury to Co-Employe and Co-Volunteer Wo	injured by a co-employee or co-volunteer acting within the scope of their duties related to the conduct of insureds business.
K. Knowledge and Notice Occurrence or Offens	e not constitute knowledge by the insured, partner or member of partnership or limited liability company, executive officers or your authorized representatives.
L. Unintentional Omission	Expands Representation condition to permit coverage even when insured unintentionally omitted information.
M. Liberalization	Broadenings in forms or rules that are premium-neutral occurring after policy issuance will automatically apply if approved by the state.
N. Blanket Waiver of Subrogation	When required by written insured contract, coverage automatically provides a waiver of rights to subrogation.
O. Incidental Medical Malpractice Injury	Extends coverage to include "bodily injury", mental anguish, sickness or disease arising out of the rendering or failure to render services to inlude medical, dental, surgery, first aid, dispensing of drugs, etc.

Coverage	Description
P. Extension of Coverage –	Broadened to include mental anguish, shock, fright,
Bodily Injury	disability and humiliation.
Q. Coverage Territory	Provides worldwide coverage territory subject to the suit being brought in the United States, its possessions and
	territories, Canada or Puerto Rico.